

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-45851

2005 DEC 13 A 10:35 AM

Glenn J. Lawing
REGISTER OF DEEDS

COUNTER 100 C.E. DM
VERIFY 100 D.E. DM
PROOF _____
FEES \$ 21.00
CHECK# 15437
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

EASEMENT

This Easement made this 08 day of December, 2005, by and between Dodge-Lots Joint Venture, a Nebraska joint venture (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 180 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing storm sewers in a subdivision known as Lakewood Villages in Sarpy County, Nebraska, and,

WHEREAS, the Grantee needs a certain permanent easement for a storm sewer and drainage swale in Lakewood Villages,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following easement is hereby granted:

1. Grant of Easement. The Grantor does hereby give, grant and convey unto the Grantee a permanent easement for construction and maintenance of a storm sewer and drainage swale over the east five (5) feet of Lots 579 through 584, inclusive, and over the west five (5) feet of Lots 585 through 590, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska as shown on the drawing attached hereto and by this reference made a part hereof.

2. Use Restrictions. The Grantor shall not at any time erect, construct, or place on or below the surface of the permanent easement tracts any building or structure, except paving or similar covering or fencing which will not obstruct the flow of water, and shall not permit anyone else to do so. Also, after the storm sewer and drainage swale is constructed, the portion of the lots where this storm sewer easement is located shall not be graded, filled in or otherwise changed and the Grantee shall have the right to enter upon the property of the Grantor to remove any obstruction which violates this provision without any obligations to otherwise repair or restore the property.

3. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a storm sewer and drainage swale over said property. The Grantee shall have the full right and authority to enter upon this easement for the construction, reconstruction, repair, maintenance, replacement and renewal of the storm sewer and drainage swale.

4. Consideration for Easement. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration receipt of which is hereby acknowledged.

5. Term of Easement. This easement shall be perpetual.

6. Lawful Authority. The Grantor does hereby covenant and agree with said Grantee that the Grantor is lawfully seized of said properties, and that the Grantor has the right and lawful authority to grant said easement.

7. Binding Effect. This easement shall be binding upon the successors and assigns of the Grantor and Grantee.

Dated the above written.

R+R
Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

A

Grantor:
Dodge-Lots Joint Venture,
a Nebraska joint venture

By: Dodge Land Co., a Nebraska corporation
and one of two members of the Joint Venture


By: Lots, Inc., a Nebraska corporation
and one of two members of the Joint
Venture

W. L. Morrison, Jr.
By: W. L. Morrison, Jr., President

W. L. Morrison, Jr.
By: W. L. Morrison, Jr., President

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me, a Notary Public, this 08 day of December, 2005, by W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and he acknowledged that he executed this instrument as the voluntary act and deed of said corporations and the joint venture.

Derek J. Gregath
Notary Public 

Grantee:
Sanitary and Improvement District No. 180
of Sarpy County, Nebraska

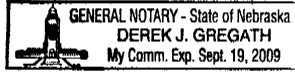
BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 08 day of December, 2005 before me the undersigned, a Notary Public, personally came W. L. Morrison, Jr., Chairman of Sanitary and Improvement District No. 180 of Sarpy County, Nebraska, personally known to me to be the Chairman and identical person whose name is affixed to the foregoing instrument and who acknowledged his execution thereof to be the voluntary act and deed of such District.

Derek J. Gregath
Notary Public

Consent to Easement




Galaxy Homes, LLC hereby consents to the above easement and approves the easement and all terms and conditions of said easement as to its Lot 580, Lakewood Villages to the same full extent as if Galaxy Homes, LLC. was the original grantor of said easement as to Lot 580, Lakewood Villages.

Galaxy Homes, LLC.
Larry D. Birkel
Larry D. Birkel, Member

State of Nebraska)
) ss.
County of Douglas)

On this 12 day of December, 2005, before me the undersigned, a Notary Public personally came Larry D. Birkel, Member of Galaxy Homes, LLC. personally known to me to be the identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be the voluntary act and deed of such limited liability company.

Derek J. Gregath
Notary Public 

2005-45851B

